COLLECTIVE BARGAINING AGREEMENT

Between

BOARD OF EDUCATION

and

LOCAL #1141 AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO (CUSTODIAL AND MAINTENANCE EMPLOYEES)

2005-2008

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COLLECTIVE BARGAINING AGREEMENT BETWEEN BOARD OF EDUCATION AND

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO

THIS AGREEMENT made and entered into this 14th Day of February, 2005, by and between the Board of Education, Ottumwa Community School District, hereinafter referred to as the "Employer", and Local Union #1141, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", WITNESSETH:

ARTICLE I RECOGNITION

A. UNIT

The Employer hereby recognized Local #1141, an affiliate of the American Federation of State, County and Municipal Employees, AFL-CIO as the certified exclusive and sole bargaining representative for all personnel as set forth in PERB certification instrument (Case No. 369) issued by the PERB on the 20th day of January, 1976, whether under contract, either verbal or written, on leave, or on a per diem, hourly, or class rate basis, employed or to be employed by the Board of Education of the Ottumwa Community School District. Such representation shall cover all personnel assigned to newly created professional positions except when the Board determines that such positions are principally supervisory or administrative.

The Unit described in the above certification is as follows: (See Amendment A).

B. **DEFINITIONS**

- 1. The term "Employer" as used in this agreement, shall mean the Board of Education of Ottumwa Community School District or its duly authorized representatives.
- 2. The term "Employee" as used in this agreement, shall mean all regular, non-probationary <u>custodial</u> and <u>maintenance</u> Employees represented by this Union in the bargaining unit as defined and certified by the Public Employment Relations Board.
- 3. The term "Union" as used in this agreement shall mean the Ottumwa custodial and maintenance Employees or its duly authorized representatives or agents.

ARTICLE II

PROCEDURE FOR NEGOTIATIONS

A. REQUEST FOR MEETING

The Employer and the Union shall meet for the purpose of negotiating and seeking agreement. Request from the Union for a negotiation meeting shall be made in writing to the President of the Board of Education or designated representative. Requests from the Employer shall be made in writing to the President of the Union or designated representative.

Within five (5) days of the date of the request, a mutually convenient time and place for a meeting shall be established. The meeting shall take place no later than ten (10) days following the date of the request. Additional meetings shall be agreed upon by the negotiation representatives as may be necessary to complete an agreement.

B. ACCESS TO INFORMATION

The Employer agrees to furnish the Union all information as provided by Chapter 68A of the Code of Iowa which is general public information. Such information already compiled for the Secretary of the Board shall be furnished upon request.

ARTICLE III

IMPASSE PROCEDURE

Impasse procedure shall be that set forth and provided for in Chapter 20 of the Code of Iowa, which Chapter is entitled "Public Employment Relations (Collective Bargaining)" and any amendments thereto as the same may be in effect at the time that impasse is had and impasse procedure under this contract shall be governed by the procedures provided for in said Chapter.

ARTICLE IV

SUPERVISION

All custodians and maintenance personnel shall be under the immediate supervision of the Superintendent of Schools or designee who, unless otherwise stated, shall be the Director of Operations in matters pertaining to the methods of plant operation and care of the buildings; they shall be under the supervision of the principal in charge of the building in respect to other daily duties in connection with the conduct of the schools.

ARTICLE V

RESPONSIBILITIES

A. CERTIFICATION OR LICENSING

All classified or non-certified personnel shall comply with all registration certification or licensing requirements of city, county, state or federal agencies.

B. RESIGNATIONS

Custodians and maintenance personnel shall submit a written letter of resignation when they plan to terminate their employment with the School District.

C. PROBATION

All new Employees shall be regarded as probationary Employees during the first ninety (90) calendar days of their employment by the Employer. A probationary Employee shall have no seniority rights and shall not be entitled to fringe benefits except for insurance and sick leave. However, the probationary Employee will be able to accrue benefits and they will become retroactive upon completion of the probationary period. A probationary Employee may be terminated for any reason without recourse to the procedures in this agreement.

If probationary Employees are retained in employment after ninety (90) days, seniority for said Employees shall date back to the original date of employment.

ARTICLE VI

SAFETY PROVISIONS

A. PROTECTION OF EMPLOYEES, STUDENTS, PROPERTY

- 1. Use of Reasonable Force: Any Employee may, within the scope of his/her employment, and pursuant to the existing policy of the Employer, use and apply such amount of force as is reasonable, necessary and lawful, to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the student; for the purpose of self-defense and for the protection of persons or property.
- 2. Reporting Assaults: Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor and to the police.

ARTICLE VII

HOURS OF WORK

- A. Under normal conditions the work week for regular Employees shall be forty (40) hours consisting of eight (8) hours per day, five (5) days per week, Monday to Friday inclusive, but where meetings, activities, vacations or other conditions necessitate a change therein, Employee shall, upon three days' notice, be required to work a different schedule of hours (except in emergencies).
- B. Each day shift Employee shall have a one (1) hour duty free, unpaid lunch period. Employees whose regularly scheduled shift starts at 3:00 p.m. shall have a one-half (1/2) hour duty free unpaid lunch period. An Employee may leave the building during his/her lunch period after informing the building principal or immediate supervisor.
- C. All Employees' work schedules shall provide a fifteen (15) minute rest period during each half-day, such rest period shall be taken on the then work site of the Employee and not at another location. The rest period shall be scheduled at the middle of each half-day, whenever this is feasible.
- D. For all work performed by second shift workers after 3:00 P.M. and before 5:30 A.M. there shall be a premium of two (2) percent of the Employee's hourly wage paid to the Employee performing such work.
- E. All Employees working an average of thirty-two (32) hours per week, or more, for thirty (30) or more weeks per calendar year, shall be considered regular Employees and entitled to holiday pay, sick leave, temporary leave, insurance, vacations and other fringe benefits provided in this Agreement.
- F. Overtime for Employees shall be paid at the rate of time and one-half the Employee's base rate times hourly rate when an Employee works in excess of eight (8) hours in any day. The Employee shall have the choice of taking his/her overtime in either cash or comp time. If the Employee selects comp time, it shall be used at a mutually agreeable time. No Employee shall carry a comptime account in excess of forty (40) hours with any excess being paid in cash to the Employee. Paid sick leave shall not count as time worked for the purpose of computing overtime (except as hereinafter specifically provided.) The work week starts on Monday at 12:01 a.m.
- G. The need for overtime and its assignment shall be the Employer's decision. Any work performed outside the designated work hours must have the prior approval of the Superintendent of Schools or designee who, unless otherwise stated, shall be the Director of Operations. In the event the Superintendent's designee determines that overtime is necessary, the overtime will be assigned within the building by seniority. If the Superintendent's designee must assign overtime within twenty-four (24) hours, he/she may assign the overtime based upon convenience.

- H. Any Employee whose position is eliminated and who is transferred to a new position shall retain his/her going wage for two (2) years in his/her new position with opportunity to bid on vacancies before his/her wages are reduced to the new position.
- In those instances where all schools are closed by order of the Superintendent or designee and teachers and students are not required to report for duty, the following conditions apply:
 - 1. Custodial staff will report as usual, unless specifically authorized not to report for duty by the Superintendent or designee.
 - 2. If school is closed because of inclement weather, night sweepers shall work their normal schedule, unless the Director of Operations or designee grants a request to work a different schedule.

ARTICLE VIII

HOLIDAYS RECOGNIZED AND OBSERVED

A. The following days shall be considered holidays with pay:

New Years' Day Labor Day

Memorial Day Thanksgiving Day

Independence Day Friday following Thanksgiving

President's Day Christmas Day

Good Friday

Two (2) days off for both Christmas and New Years' will apply every year, including years when said holidays fall on weekends, which days shall be selected by the Superintendent of Schools or designee who, unless otherwise stated, shall be the Director of Operations.

- B. All Employees shall receive eight (8) hours of pay at their base rate for such holidays, even though no work shall be required of them, regardless of the day of the week on which any such holiday falls. If school is held on any of the above days, all Employees shall work said day and shall thereafter be allowed a vacation day when students are not attending classroom sessions in lieu of said scheduled vacation day.
- C. Should any of the above days fall on a Saturday, the previous Friday shall be considered and observed as the holiday. Should any of the above days fall on a Sunday, the following Monday shall be considered and observed as the holiday.
- D. To be eligible for holiday pay, the Employee must report for work on his/her last regularly scheduled work day immediately preceding the holiday and his/her first regularly scheduled work day immediately following the holiday.

If the Employee is absent either or both of these days due to personal illness or approved absence and furnishes satisfactory proof of such illness or approved absence to the Employer, he/she shall be eligible for holiday pay if he/she has worked sometime in the work week the holiday occurs.

- E. If a holiday falls in an Employee's vacation period, while the Employee is on vacation, he/she shall be entitled to an additional day of vacation.
- F. When an Employee is called to work during any of the aforesaid paid holidays, he/she will be paid at the rate of twice his/her regular salary, in addition to receiving his/her regular holiday pay.

ARTICLE IX

SICK LEAVE

A. <u>DEFINITION</u>

Each Employee shall be allowed sick leave when unable to perform the duties of employment because of personal illness or injury. In the event the Employee is absent due to personal injury or illness for a period of more than three (3) days, the Superintendent of Schools or designee who, unless otherwise stated, shall be the Director of Operations, may require the Employee to furnish a statement from a licensed physician stating that Employee was unable to perform such duties for the period of absence and that Employee is now physically able to return to work. The Superintendent or designee may also require a doctor's statement at any time if there is a specific reason to believe sick leave is being abused. A copy of the request, together with the stated reason for the same, shall be delivered to the Employee in question with a copy of the same to be delivered to the Union.

B. ACCUMULATIVE BENEFITS

- 1. Regular Employees earn sick leave at the rate of two (2) days per month, or twenty-four (24) days per year, with accumulation unlimited. Those Employees who are placed on the regular payroll after July 1st shall receive two (2) days per month for the balance of the fiscal year. Sick leave may be used in one-hour increments.
- 2. Any Employee having used up all of the accumulated sick leave may use any vacation time earned as sick leave. The time is to be deducted from vacation.
- 3. If an Employee uses up all sick leave by July 1st and does not return to work when scheduled to do so, the new sick leave is not credited until after he/she returns to work. Any time lost before he/she returns to work will not be paid as sick leave.

C. NOTIFICATION OF ACCUMULATION

The Employer shall provide to Employees their sick leave accumulation on their pay stubs not later than October 5. Protests of errors must be made no later than October 15.

D. LEAVE OF ABSENCE

An Employee who is unable to work because of personal illness or disability or death of a member of his/her immediate family and has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability up to one year and this leave may be renewed upon a written request by the Employee and the approval of the Superintendent of Schools or designee who, unless otherwise stated, shall be the Director of Operations.

Employee will be entitled to return to the assignment he/she last held for a period of one year from date of illness. Case will be reviewed at the end of one year if the Employee has not returned to work, to determine if the Employee should be granted an extension. Case will be reviewed by a committee consisting of the union president, Director of Operations, and the Superintendent of Schools or designee. The final decision will rest with the Employer.

ARTICLE X

TEMPORARY LEAVES OF ABSENCE

A. PERSONAL LEAVE - WITH PAY

Each Employee shall be allowed three (3) days of personal leave with pay. The number of hours of pay shall be the designated number of hours assigned for said Employee at the beginning of the school year. The rate of pay shall be the base rate for said Employee. Said Employee, with the prior approval of the Employer and except in emergency, upon giving his/her Supervisor thirty-six (36) hours notice, shall be entitled to take three (3) days of personal leave. Personal leave or paid absence days may be taken on a one-half (1/2) day basis. Each Employee shall receive credit for any unused personal 1 eave in a twelve (12) month period as one (1) day sick leave or portion thereof for each unused personal leave day, or any portion thereof.

B. PERSONAL BUSINESS DAYS - WITH HALF PAY

Two (2) personal business leave days may be taken with the prior approval of the Employer, with regular pay less half pay deducted. The Superintendent of Schools or designee who, unless otherwise stated, shall be the Director of Operations, may allow additional personal business days upon a showing by the Employee of a reasonable need therefor.

No personal business days may be taken immediately prior to or immediately following a school vacation period or holiday unless the personal business cannot be accomplished on any other day. The Employee must give the Superintendent of Schools or designee who, unless otherwise stated, shall be the Director of Operations, at least thirty-six (36) hours notice of taking of such personal business day, except in an emergency. Personal business days may be taken on a half-day basis.

C. PERSONAL LEAVE WITHOUT PAY

Each Employee shall be allowed two (2) days of personal leave without pay. Part-time Employees will be granted a day equal in length to their normal work day. Said Employee, with the prior approval of the Employer and, except in an emergency, upon giving his or her supervisor thirty-six (36) hours notice, shall be entitled to take two (2) days personal leave without pay. The Superintendent of Schools or designee who shall be the Director of Operations may allow additional personal business days upon a showing by the Employee of a reasonable need therefor.

D. <u>JURY DUTY</u>

An Employee called for jury duty during school hours shall be provided such time at no cost to the Employee. Any fees the Employee receives, excluding mileage, during such leave shall be turned over to the Employer, or at the Employee's option, the Employee may retain the jury duty pay and receive no compensation from the Employer. Employee shall return to work if responsibilities are completed before 3:00 P.M.

E. COURT WITNESSING

An Employee subpoenaed as a witness in a court trial may do so without loss of pay provided the Employee is not a defendant or plaintiff in the proceeding. Employee shall return to work if responsibilities are completed before 3:00 P.M.

F. FAMILY ILLNESS, INJURY, DISABILITY OR DEATH

- (a) The Employee shall be granted, without loss of pay, a leave of up to an accumulated total of five (5) days per year for illness, injury, or disability requiring that a licensed physician be consulted or death of each of the following: husband, wife, parents, children, sisters or brothers.
- (b) The Employee shall be granted, without loss of pay, a leave of up to an accumulated total of three (3) days per year for illness, injury, or disability requiring the contact of a licensed physician, or death of each of the following: grandparents, grandchildren, sisters-in-law, brothers-in-law, mother-in-law, father-in-law, daughters-in-law, sons-in-law.
- (c) The Employee shall be granted without loss of pay, a leave of up to an accumulated total of three (3) days per year for illness, injury, or disability requiring the contact of a licensed physician, or death of person of unusually close personal relationship or person for whom an Employee is responsible, interpretation of such relationship to be made by the Superintendent of Schools or designee, who, unless otherwise stated, shall be the Director of Operations.

For the purpose of sub-paragraphs (a), (b) and (c) above, the word "contact" shall include telephone or personal consultation with a licensed physician.

- (d) In the event the Employee must travel more than three hundred miles to the point of illness, injury or disability requiring the contact of a licensed physician, or death of persons designated in this Article, paragraph E (a), (b), and (c), the Employee shall be allowed travel time with pay, in addition to the days permitted under E (a), (b), and (c) above, for the distance in excess of three hundred miles, if Employee uses the fastest commercial means of travel ordinarily available. If the Employee does not use the fastest means of travel ordinarily available, the Superintendent may allow additional travel time without pay.
- (e) In case of the death of any other relative or person of unusually close personal relationship, one-half (1/2) day of leave shall be granted at the discretion of the Superintendent of Schools or designee who, unless otherwise stated, shall be the Director of Operations without loss of pay to attend the funeral.
- (f) Prior notification to the Superintendent's office is required, when possible, in cases of serious illness in the family and funeral attendance in order that leave credit may be obtained. Employee should notify the office before returning to his/her duties.

(g) Any days taken by the Employee under Subsection F of this Article, except those days taken on account of the death of those persons enumerated in subsection F, subparagraphs a, b, c, or e of this Article, shall be deducted from the Employee's sick leave. No such deduction shall be made on account of absence pursuant to Subsection F for the death of those persons enumerated as aforesaid.

G. STATE AND NATIONAL MEETINGS

Up to ten (10) days collectively shall be available for representatives of the Association to attend conferences, assemblies or other activities of the state and national affiliated organizations with pay.

H. PAID LEAVE

Other temporary leaves of absence with pay may be granted at the discretion of the Superintendent of Schools or designee.

I. UNPAID LEAVE

Other temporary leaves of absence without pay may be granted at the discretion of the Superintendent of Schools or designee who, unless otherwise stated, shall be the Director of Operations.

J. LEAVE FOR ELECTED OFFICIALS

An Employee elected to public office may be granted an unpaid leave for a period of time no greater than two years. Seniority shall continue to accrue during this leave.

ARTICLE XI

WAGES AND SALARIES

A. SCHEDULE

The salary for each Employee covered by the regular salary schedule is set forth in an Addendum "B" which is attached hereto and made a part hereof. Nothing as contained in this Agreement shall prohibit the Employer from paying a lesser amount than set forth in Addendum B for persons hired to perform labor for the Employer of a temporary or occasional nature for a period of less than ninety (90) days. In addition to his/her regular hourly rate set forth on Addendum B and as referred to herein, each Employee who has completed ten (10) years of continuous service with Employer shall receive, commencing upon the inception date of the contract year following the completion of his/her tenth (10th) year of service, longevity pay of an additional \$.10 per hour; and following the completion of his/her twentieth (20th) year of service, longevity pay of an additional \$.20 per hour.

B. PLACEMENT ON SALARY SCHEDULE

Each Employee shall be placed on his/her present step of the salary schedule as of the current calendar year and then granted the advancements as specified in Paragraph C below to which he/she is entitled.

C. <u>INCREMENTS</u>

Employees on the regular salary schedule shall be granted one increment or step on the schedule for each year of employment which the Employee has completed as of June 30, until the maximum for their job classification is reached; however, the Employer may withhold one or more yearly increments for less than satisfactory performance. Craftsmen, engineers and stock men shall be excluded from increments or steps.

D. <u>CALL BACK PAY</u>

Any Employee called back to work after his/her regular daily work has been completed shall be paid a minimum of two (2) hours pay at one and one-half (1 1/2) times his/her regular hourly rate, regardless of the amount of time worked. In the event that said Employee is required to work for more than two (2) hours after being called back, he/she shall be paid at one and one-half (1 1/2) times his/her regular hourly rate for all such work.

E. <u>IN-DISTRICT WORK</u>

All maintenance work done within the School District shall be performed by custodial or maintenance Employees covered by this collective bargaining agreement or, if not so performed by Employees covered by this collective bargaining agreement, shall be performed by other qualified personnel.

The District Director of Operations will consult with the appropriate craftsman prior to the outsourcing of school work projects. The Director will be responsible for deciding

when to use qualified personnel who are not covered by this collective bargaining agreement. This decision will take place only after consulting with the appropriate craftsman from Local 1141.

F. WEEKEND WORK

All work performed on Saturday by Employees covered by this collective bargaining agreement, whose regularly scheduled work week does not include Saturday, shall be paid for at the rate of one and one-half (1 1/2) times their regular hourly rate. Any Employee whose regularly scheduled work week includes working Saturday, and as a consequence thereof receives two (2) days off during the week as his/her weekend and is required to perform work on the first day of what would be his/her weekend, and which would be his/her Saturday, shall be paid for said work at the rate of one and one-half (1 1/2) times his/her regular hourly rate. All work performed on Sunday by those Employees whose regularly scheduled work week does not include Sunday shall be paid for at the rate of two (2) times their regular hourly rate. Any Employee whose regularly scheduled work week includes working on Sunday and who has as a result thereof two (2) days off for his/her weekend during the week and who performs work on the second day of said weekend, which would be his/her Sunday, shall be paid for said work at the rate of twice the regular hourly rate.

ARTICLE XII

SUPPLEMENTAL PAY

A. TRAVEL EXPENSES

The Employer may require Employee to use his/her-personal automobile in the performance of his/her duties and shall reimburse the Employee for all such travel at the Board-approved mileage rate. An Employee required to work at more than one school building shall be reimbursed for the mileage from one building to the other. The Employee and the Employer may agree upon an average monthly mileage for this purpose.

B. SUPPLEMENTAL PAY

The Employer will reimburse the Employee for license fees for plumber, electrician, and asbestos technician upon completion of the license.

ARTICLE XIII DUES AND PAYROLL DEDUCTIONS

A. <u>AUTHORIZATION</u>

The dues of any member of the Union may be checked off only upon the member's written request and the member may terminate the dues checkoff at any time by giving thirty (30) days written notice to the Employer. Forms (Amendment C) shall be furnished by the Local #1141. Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Employer and to the Treasurer of the Local #1141.

B. REGULAR DEDUCTIONS

Pursuant to the deduction authorizations form the Employer shall deduct one-half (1/2) of the monthly dues from the regular salary check of the member once each pay period for twelve (12) months.

C. TRANSMISSION OF DUES

The Employer shall transmit to Local #1141 Treasurer the total monthly deduction for membership dues within ten (10) school days following each regular period.

AMERICAN FEDERATION OF STATE AND COUNTY AND MUNICIPAL EMPLOYEES Local No. 1141

| \$ I hereby authorize the Ottumwa Community School District to deduct from notice, for payment of dues to the | |
|--|--|
| nization. | |
| Name (Please print) | |
| Social Security No | |
| Date | |
| Signed | |
| | |

D. OTHER PAYROLL DEDUCTIONS

Upon appropriate written authorization from the Employee, the Employer shall deduct from the salary of any Employee and make appropriate remittance for annuities, credit union (s), U.S. Savings Bonds with a minimum of \$100 bonds, Wapello County United Way, AFSCME-PEOPLE program (all such deductions shall be in the amount of \$4.17 per pay period), insurances or any other plans or programs jointly approved by the Local #1141 and the Employer.

E. Salary checks will be based on one twenty-fourth of the yearly salary. Checks will be issued on the fifth and twentieth of each month. When these dates fall during a holiday or weekend, the check will be distributed the last working day preceding the holiday or weekend.

- F. When the Employee wishes to discontinue any of these deductions he/she must have a written request no later than ten days prior to the 5th of the month when the deduction is to stop.
- G. The Union agrees to indemnify and hold the Board harmless against any and all claims, suits, orders or judgments brought or issued against the Board under the provisions of this Article.

ARTICLE XIV

INSURANCE

The goal of the Personal Insurance Program is to provide benefits to the Employees of the Ottumwa Community School District. This program is a "cafeteria plan." Each eligible Employee of the Ottumwa Community School District has the opportunity to design a personalized benefit program that best meets the needs of his/her family. All plan coverage levels shall be available to all members of the self-funded insurance group. The plan provides the flexibility for the Employees to accept or reject each individual benefit offered except for the basic \$25,000 term life insurance which all Employees must elect. However, full-time Employees whose initial year of employment is the 2002-2003 school year and thereafter, must also purchase at least a single health insurance plan, unless they can provide proof that they are covered by another employer's group health care plan.

The Personal Insurance Program provides the following benefits:

- ♦ Médical Insurance
- ♦ Dental Insurance
- ♦ Long-Term Disability Insurance
- ♦ Life Insurance
- ♦ Flexible Spending Accounts for Health Care Expenses
 Dependent Care

Each participant in the Personal Insurance Program is allocated a specific amount of money. The cost of the benefits are deducted from the Employer allocated specific amount of money. If the cost of the Employee selections is less than the allotted amount, the difference will be taken as a cash payment. If the cost of benefit selections is more than the allotted amount, the difference shall be deducted from the Employee's check each month.

It shall be the duty of the "Insurance Committee" to maintain, review, and design the insurance program offered to district Employees. The members of the "Insurance Committee" shall be members of the bargaining agents, and shall meet a minimum of once a month during the school year, or as often as needed. Representation on the "Insurance Committee" shall be proportional to the number of members in each bargaining unit.

Insurance fund "monies" collected by the district shall be kept in a special insurance fund account. Interest earned from the account will be credited back to the account.

In the event that the Ottumwa Community School District along with the representatives of all the collective bargaining units determine to end the self-funded insurance program:

- All health and dental claims accrued prior to the termination of the selffunded program shall be paid.
- b. Any remaining fund in the insurance account will be:
 - 1. Used to reduce premiums recommended by the new insurance carrier.

OR

2. Rebated to existing self-funded insurance participants.

A. <u>COVERAGES</u>

The Employer shall make a monthly cafeteria contribution to each full-time Employee of five hundred thirty dollars (\$530.00) for the 2005-06, 2006-07, and 2007-08 school years. If the Employee elects to be covered by the Employer's group health plan, the Employer shall increase the monthly cafeteria contribution by an additional twenty dollars (\$20.00) per month (\$550.00) for 2005-06, an additional forty dollars (\$40.00) per month (\$570.00) for 2006-07 and an additional sixty dollars (\$60.00) per month (\$590.00) for 2007-08.

Part-time Employees shall be granted the preceding insurance benefit on a prorated basis according to their regularly scheduled hours.

B. **LEAVE WITHOUT PAY**

If permitted by the carrier or company providing coverage, the Employee may continue, at Employee's own expense, his or her insurance coverage or portion thereof elected hereunder during any extended leave under Article XIX(C) or any leave under Article X(H).

C. <u>EARLY RETIREMENT</u> - <u>INDIVIDUAL HEALTH INSURANCE</u>

To full-time Employees who qualify for the early retirement benefit, the District shall provide the Employee only health insurance coverage in the lowest premium cost plan under which the Employee has been covered during the previous three (3) years. If an Employee retires prior to September 1, 2005, he/she may elect to be covered by any plan under which he/she has been covered during the previous three (3) years. Staff retiring prior to September 1, 2007, may elect to be covered by the lowest premium plan under which the Employee has been covered since September, 2005. The Employer has the right to add or delete health plans. If a health plan is deleted, the Employee will be covered by the most comparable plan still offered. The Insurance Committee shall determine which plan is the most comparable when the Employee and the District do not agree. Such contribution shall continue until the retiree qualifies for Medicare, reaches age 65, or for the next three (3) years, whichever occurs first.

In order to qualify for the early retirement individual health insurance benefit, the retiring Employee shall submit his/her written resignation to the Employer no later than February 1 for resignations effective May 1 or after; have been employed with the District for ten (10) years; be at least 55 years of age; and have been covered by the District's group health plan for the three (3) years prior to retirement.

ARTICLE XV

PHYSICAL EXAMINATION

Each Employee at the beginning of service and at such regular intervals thereafter as may be prescribed by the Employer, the State Board of Public Instruction or the Iowa Code shall have a medical examination of the type and nature required and prescribed by the State Board of Public Instruction in Chapter 3, Section 3.4(14) of the administrative Code of the State of Iowa, or any successor regulation thereof, and shall file with the Employer a written report from the person making said examination, said written report to be on a form provided by the Employer certifying that such Employee has the fitness to perform the tasks assigned him or her. Said examination shall also include a test for tuberculosis. Current District health insurance provides for a physical at no expense to the Employee. In the event that an Employee is not covered by the District insurance coverage, and if a cost is incurred by the Employee, the District shall pay \$21 towards the cost of the physical. Any excess charge by Employee's physician shall be the sole responsibility of Employee.

ARTICLE XVI

GRIEVANCE PROCEDURE

A. DEFINITION

- 1. Grievance: a grievance shall mean only a complaint that there has been an alleged violation, misinterpretation or misapplication of any of the specific provisions of this agreement.
- 2. Aggrieved Person: An "aggrieved person" is the Employee or Employees, or Local #1141, making a complaint.
- 3. Party in Interest: "Party in Interest" is the Employee or Employees making the complaint and any person, including Local 1141 or the Employer, who might be required to take action, or against whom action might be taken in order to resolve the complaint.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible step equitable solutions to the problems which may from time to time arise affecting Employees. Both parties agree that these proceedings will be as informal and confidential as may be appropriate at any step of the procedure.

C. PROCEDURE

1. Time limits: The number of days indicated at each step should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

The failure of an Employee or the Union to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal of the alleged grievance. A Supervisor's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement.

- 2. Step one: Principal or Immediate Supervisor (informal): An Employee with a grievance shall first discuss it with his/her principal or immediate supervisor within ten (10) days after the occurrence with or without Local #1141 designated representative, with the objective of resolving the matter informally.
 - 3. Step two: Principal (formal)
- a. If, as a result of informal discussion with the principal or immediate supervisor at step one, a grievance still exists, the aggrieved person may invoke the formal grievance procedure either individually or through Local #1141 on the form set forth. The grievance form shall be available in the office of each principal or building and said form shall be signed by the aggrieved person. A copy of the grievance form shall be delivered to the appropriate principal or immediate supervisor within ten (10) days from the time of the step one meeting. If the grievance involves more than one school building, it may be filed with the Director of Operations.

- b. The appropriate principal or immediate supervisor shall indicate his/her disposition of the grievance in writing within three (3) school days of the presentation of the formal grievance and shall furnish a copy thereof to the aggrieved person and Local #1141.
- c. If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made within the three (3) day period, the grievance shall be transmitted to step three.

4. Step three:

- a. The Director of Operations or designee shall meet with the aggrieved person and Local #1141 within three (3) days of receipt of the grievance. Within five (5) days of receipt of the grievance, the Director of Operations or designee shall indicate his disposition in writing and shall furnish a copy thereof to Local #1141.
- b. If the aggrieved person is not satisfied with the disposition of the grievance by the Director of Operations or his designee, or if no disposition has been made within five (5) days of receipt of said grievance, the aggrieved person may transmit the grievance to step four.

5. Step four:

- a. If the aggrieved person is not satisfied with the disposition of the grievance by the Director of Operations at Step three (3), there shall be available a fourth (4th) step of impartial binding arbitration. If a demand for arbitration is not filed within fifteen (15) days of the third (3rd) step reply, then the grievance will be deemed settled on the basis of the third (3rd) step answer. Grievances which have been processed through the proceeding steps of the procedure, and only such grievances, shall be submitted to arbitration as provided as follows;
- b. Within ten (10) days after written notice to the Employer of submission to arbitration, the Employer and Local #1141 shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the PER Board by either party. The written request to the PER Board by either party for a list of arbitrators must be submitted within thirty (30) days after written notice to the Employer to submission of the grievance to arbitration. The list shall consist of three (3) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) days. The other party shall then remove a second name within two days. The person whose name remains shall be the arbitrator.
- c. The arbitrator so selected shall confer with the representatives of the Employer and Local #1141 and hold hearings promptly and shall issue his decision not later than fifteen

- (15) days from the date of the close of the hearings, or, if oral hearing has been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his finding of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Employer and Local #1141 and shall be final and binding on the parties.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Employer and Local #1141. Any other expenses incurred shall be paid by the party incurring the same.

D. RIGHTS OF EMPLOYEES TO REPRESENTATION

- 1. Employee and Local #1141: Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or his/her own selected representative, or at his/her option, by a representative selected or approved by Local #1141. When an Employee is not represented by Local #1141, the Local #1141 shall have the right to be present at all steps.
- 2. Released Time: When it is necessary for an aggrieved person or a Local #1141 representative to be present at a meeting with the Superintendent at step three or before a hearing before the arbitrator at step four of the grievance procedure during the work day, said aggrieved person and representative shall be released without loss of compensation.
- 3. Meetings and Hearings: All meetings and hearings under this procedure shall be conducted in private in the presence of the parties in interest and their designated or selected representatives hereto referred to in this article and shall include only the witnesses in said matter. Record of the proceedings may be taken electronically or otherwise by either party.
- 4. Separate Grievance File: All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of any of the participants.
- 5. Any reference in this article to "days" pertaining to time limitations shall not include Saturday, Sunday or scheduled holidays.

ARTICLE XVII

SENIORITY

- A. Seniority is herein defined as length of service with the Employer from last date of hire. New Employees shall acquire seniority after ninety (90) calendar days of employment. After expiration of such probationary period, seniority shall date from the last hiring date. Seniority shall operate on a system-wide basis all regularly employed personnel to appear on one seniority list.
- B. Not later than September 30, the Employer shall furnish to each Employee and to the Union a seniority list showing job classifications and the continuous service of each Employee. Protest of, errors in, or omissions from such list must be made to the Employer within ten (10) days from the date of the furnishing of such lists and revisions thereof. If no protests are made within the ten (10) day period, the list will be considered accurate and no further appeal or grievance will be permitted.
- C. An Employee's seniority record shall be broken by voluntary resignation, discharge, reduction in force and retirement. Should an Employee laid off return to work within one (1) year, the seniority will pick up from the date of his/her return. Seniority rights will be forfeited if the continuous period of lay off exceeds one (1) year.

ARTICLE XVIII

VACATIONS

A. Vacations shall be earned in one contract year pursuant to the terms of the contract and shall be taken subject to the limitations and exceptions contained in this Article in the subsequent contract year. A regular Employee, who has the required continuous service hereinafter set forth, at the conclusion of the duration of this Agreement shall be entitled to vacation time as hereinafter set forth,

| Service | Vacation Time | |
|--------------------------------|---------------|--|
| Less than six months | 0 | |
| 6 months but less than 2 years | 1 week | |
| 2 years through 5 years | 2 weeks | |
| 6 years through 12 years | 3 weeks | |
| 13 years through 20 years | 4 weeks | |
| 21 years and over | 5 weeks | |
| | | |

Employee must use any vacation earned by no later than June 30 of the next year.

Regular, part-time Employees shall receive prorated paid vacation in the same proportion that their contract hours is to total contract hours for the year.

- B. A regular Employee leaving the service of the Employer prior to the termination of duration of this Agreement shall be compensated for his/her pro-rated vacation to the date of separation, pursuant to Paragraph A hereof.
- C. Vacations shall be scheduled during non-school days, except as may be permitted by the Superintendent, with the approval of the Superintendent of Schools or designee who, unless otherwise stated, shall be the Director of Operations. Each Employee shall designate his/her choice of vacation in writing to the Superintendent of Schools or designee who, unless otherwise stated, shall be the Director of Operations, prior to May 15. If the nature of the work or the operation of the Employer makes it necessary to limit the number of Employees on vacation during a particular period, the Employee with greater seniority shall be given his/her choice of vacation period. If an Employee has not submitted his/her request for vacation by May 15, he/she shall not be allowed to displace any Employee with less seniority who has already designated his/her choice, unless arrangements have been made.
- D. In the event an Employee is called to work during his/her regular vacation period, he/she shall be paid his/her vacation pay, plus he/she shall be paid in an amount equal to two (2) times his/her regular hourly rate for all such work actually performed.

ARTICLE XIX

RIGHTS OF THE PARTIES

A. UNION RIGHTS

1. USE OF FACILITIES

The Union shall have the right to make use of school buildings and facilities of the Employer outside the in-school work day provided such meetings in no way interfere with use by the Employer or any previously scheduled use by any other organization. Any expenses to the Employer resulting from such meeting will be borne by the Local #1141. As appropriate, such meeting will be scheduled with the Superintendent's office or principal's office.

2. COMMUNICATIONS

The Local #1141 shall have the right to use faculty mailboxes for announcements relating to the conduct of Local #1141 business on behalf of members of the Local #1141 subject, however, to prior approval of the same by the Superintendent or designee. Distribution procedures are to be mutually agreed upon by Local #1141 and the Superintendent or designee.

3. <u>LEAVES OF ABSENCE</u>

If a member of the Local #1141 becomes a full-time state or national officer of Local #1141, he or she shall be granted, upon request, an unpaid leave of absence for not to exceed one year and shall receive credit toward annual salary increments. The Employer shall allow such Employee to remain part of the retirement system and to make regular contributions.

B. <u>DISCIPLINE AND DISCHARGE</u>

The parties recognize the right of the Employer to discipline and discharge Employees for just cause.

ARTICLE XX

TRANSFER, PROMOTION AND DEMOTION PROCEDURES

- A. Transfer shall mean movement of any Employee to another position within the bargaining unit. Promotion shall mean the movement of an Employee to a higher paying position within the bargaining unit. Demotion shall mean movement of an Employee to a lower paying position. Demotions may be made for inefficiency, inability to perform satisfactorily the present work or to avoid laying off Employees.
- B. When openings within job categories occur, or new jobs are created, notice of such openings shall be published in the Superintendent's bulletin during those months in which the bulletin is published and shall be posted at all buildings during those periods in which said bulletin is not published. A copy of the job description of posted vacancies will be made available at each work site. During the subsequent 96 hours, Employees may apply for those openings by filing a written statement with the Superintendent of Schools or designee who, unless otherwise stated, shall be the Director of Operations. The District will make every effort to fill vacancies expeditiously. The District will mail the names of all applicants to the union president the day after the close of the posting period. The Employee selected by Employer shall be placed in his/her new job category within five days following his/her selection by Employer.
- C. 1. When a head custodian, chief engineer, or assistant engineer position is posted, only head custodians, chief engineers, and assistant engineers will be allowed to bid on the position. This position will be awarded to the most senior head custodian, chief engineer, or assistant engineer who bids the position.
 - 2. When any non-head custodian, chief engineer, or assistant engineer (i.e., day sweeper, night sweeper, or fireman) position is posted, the most senior bidder in that classification in the bargaining unit will be awarded the position.
 - 3. When a head custodian, chief engineer, or assistant engineer job is posted and not bid by a head custodian, chief engineer or assistant engineer, then day sweepers, night sweepers, and firemen will be allowed to bid the job. The person who is deemed the most qualified will be awarded the position. The Employer will determine who is most qualified. If in the sole, exclusive and final judgment of the Employer the Employees' qualifications are considered equal, the Employee with the greatest seniority shall have priority.
 - 4. All bid positions shall be filled with in-house Employees if a qualified Employee bids the position. If no in-house Employees bid or if an Employee(s) who bids is considered not qualified, the position shall be opened to new hires.
- D. The Employer shall have the right to hire and assign Employees to any position. Should no present Employee bid for a job opening or should Employee applicants not be qualified, the Employer may hire and assign from outside the present Employees. However, present Employees, following the application procedure above, shall have first opportunity for promotional transfers.

- E. When an Employee is placed on a new job, the Employer has ten (10) working days to determine whether or not the Employee has qualified for the new position. If the Employer determines that the Employee has not qualified for the new position or if the Employee determines that he/she wishes to return to his/her prior position, he/she may return to his/her prior position. By mutual agreement, the ten (10) days may be extended. However, in this event, if the Employer determines that the Employee has not qualified for the new position, the Employer may assign the Employee to another job of comparable hours and pay.
- F. All Employees filling jobs on a temporary basis paying lower than their regular rate shall be paid their regular rate of pay. All Employees filling jobs on a temporary basis paying higher than their rate shall be paid the higher rate of pay.

ARTICLE XXI

STAFF REDUCTION PROCEDURES

A. The Employer for any reason may determine that it is necessary to reduce the number of Employees. If Employees must be laid off, the Employer shall determine which Employees are to be retained according to the following procedure.

Whenever a layoff occurs, probationary Employees in the job classification shall be laid off first.

When the working force is to be further reduced, the Employee with the least seniority, providing that the remaining Employee or Employees are qualified to do the work required, shall be the first to be laid off.

If openings occur within one year of the lay-off, Employees will be re-employed in the inverse order of the lay-off.

If an Employee fails to return to work within seven (7) calendar days after being notified or recalled, he/she shall lose his/her seniority and status as an Employee.

The Employer shall determine if an Employee is qualified to do the work and whether an Employee meets the requirements of qualification for transfer. Final approval shall rest with the Employer.

- B. When a job is eliminated, an Employee so affected by said elimination may use his/her seniority to move to any position presently filled by someone with less seniority, providing that said Employee is qualified for said position. Said Employee shall utilize said seniority to move within forty-eight (48) hours of his/her job elimination, unless he/she is absent at the time of elimination by reason of illness, vacation or holiday, in which case he/she shall have 48 hours from the time of his/her return to work to use said seniority. The failure to use said seniority within said time shall cause a forfeiture of Employee's rights under this sub-paragraph. Utilization of said seniority shall be accomplished by giving a written statement thereof to the Employer.
- C. When an Employee is displaced by such action described in paragraph B, an Employee may use his/her seniority to move to any position presently filled by someone with less seniority, providing that said Employee is qualified for said position. The failure to use said seniority within said time shall cause a forfeiture of Employee's rights under this sub-paragraph. Utilization of said seniority shall be accomplished by giving a written statement thereof to the Employer. Each person displaced under this procedure will have the same rights except the most junior person, who will be laid off.

ARTICLE XXII

COMPLIANCE CLAUSES AND DURATION

A. <u>SEPARABILITY</u>

Should any article, section or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

B. PRINTING AGREEMENT

Copies of this agreement shall be printed at the expense of the Employer within thirty (30) days after the agreement is signed. The agreement shall be presented to all Employees now employed, hereafter employed or considered for employment by the Board and the Union shall be provided with ten (10) additional copies.

C. NOTICES

Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provisions of this agreement, either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

- 1. If by Union, to Board of Education Office at 422 McCarroll, Ottumwa, Iowa.
- 2. If by Board, to President, Local #1141, by school mail or U.S. mail to President's home address on file in Human Resources Department.

D. <u>DURATION PERIOD</u>

This agreement shall become effective July 1, 2005, and shall continue in effect until June 30, 2008.

This agreement shall automatically continue in full force and effect for equivalent periods, except as may be amended, modified, or substituted under the procedures set forth in Article II, Procedure for Negotiations.

E. <u>SIGNATURE CLAUSE</u>

In Witness Thereof the parties hereto have caused this agreement to be modified in respect to Article XIV and therefore to be signed by their respective President, attested by their respective Chief Negotiators, and their signatures placed thereon, all on this <u>14th</u> day of <u>February</u>, 20_05.

LOCAL #1141 American Federation of State, County and Municipal Employees, AFL-CIO

OTTUMWA BOARD OF EDUCATION

By Teressa M. Schmitz

Ву

By How Digit

By Mark 3 fleth

Addendum A

| THE MATTER OF: |) |
|---|----------------|
| OTTUMWA COMMUNITY SCHOOL DISTRICT, PUBLIC EMPLOYER |))) |
| AND |) CASE NO. 369 |
| AFSCME (AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES), AFL-CIO LOCAL UNION NO. 1141 PETITIONER |))) |

ORDER OF CERTIFICATION

Now on this 20th day of January, 1976, the Board being advised that an election was conducted pursuant to Order of the Board, and that AFSCME (American Federation of State, County and Municipal Employees), AFL-CIO Local Union No. 1141, an Employee organization, received an affirmative vote of the majority of Employees in the bargaining unit, and the Board having further found that the Employee organization has fully complied with all regulations of the Act and the rules and regulations thereunder,

IT IS HEREBY ORDERED BY THE BOARD THAT AFSCME (American Federation of State, County and Municipal Employees), AFL-CIO, Local Union No. 1141, should be and hereby is, designated and certified by this Board to be the exclusive bargaining representative for the Employees of the Ottumwa Community School District, a public Employer, in the following bargaining unit:

<u>Included:</u> All custodial Employees of the Employer (Ottumwa Community School District).

<u>Excluded:</u> Clerical, secretarial, food service, academic Employees, supervisor of buildings and grounds, and assistant supervisor of buildings and grounds, and all those excluded by Section 4 of the Act.

DONE by the Public Employment Relations Board.

Addendum B

Ottumwa Community School District Ottumwa, Iowa

2005-2006

Custodian Hourly Wage Schedule

| | 1 <u>Head</u> | 2 <u>Sweeper</u> |
|--------|------------------|---------------------|
| Step 1 | 14.97 | 13.78 |
| Step 2 | 15.09 | 14.36 |
| Step 3 | 15.22 | 14.48 |
| Step 4 | 15.34 | 14.59 |
| Step 5 | 15.47 | 14.72 |

Engineers and Craftsmen

Hourly Wage Schedule

| Craftsmen | 18.62 | Chief End | gineers | <u>Assistant</u> | Engineers |
|-------------|-------|-----------|---------|------------------|------------------|
| Electrician | 19.12 | | | | - |
| Plumber | 19.12 | H.S. | 16.04 | H.S. | 15.47 |
| HVAC Tech | 19.12 | Evans | 15.75 | Evans | 15.47 |

Wages 2006-2008

Total package shall increase by the District's new money percentage for 2006-2007 and 2007-2008 but no more than 5% or less than 3%.

Hourly wage for electrician, plumber and HVAC technician for 2006-2007 shall be \$1.00/hr. more than craftsmen and for 2007-2008 shall be \$1.50/hr. more than craftsmen.

Addendum C

AMERICAN FEDERATION OF STATE AND COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO

AUTHORIZATION FOR PAYROLL DEDUCTION

| By (please print) | | | |
|--------------------|---------------------|------------------------------|--------------------------------|
| By (please print)_ | Last Name | First Name | Middle Name |
| To_ | | | |
| To Name of E | mployer | Department | |
| Effective | | I hereby request and auth | orize you to deduct from my |
| earnings each | payroll period | an amount suffici | ent to provide for the |
| regular payment o | of the current rate | e of monthly union dues esta | ablished by AFSCME Local |
| Union No | Council No | The amount sha | ll be certified by Local Union |
| No, | Council No | and any change in s | such amount shall be so |
| certified. The am | nount deducted s | hall be paid to the treasure | r of Local Union No. |
| , Co | uncil No | AFSCME. This author | ization shall remain in effec |
| unless terminate | d by me during th | ne two-year period | to |
| | of any yea | ar. | |
| | | | |
| | | Street Address | |
| Employee's Sign | ature | | |
| | | City and State | |

ADDENDUM "D"--Dues and Other Payroll Deductions

The following payroll deductions shall be made available to the Employees of the Ottumwa Community School District. Forms are available for each of the listed deductions.

PROFESSIONAL DUES DEDUCTIONS

Deductions will be made in accordance with the provisions of Article XIII of this contract. Deductions will remain in effect from year to year unless terminated by giving 30 days written notice.

U.S. SAVINGS BONDS (minimum of \$50.00 bond)

Application must be received prior to July 15.

CREDIT UNION

Credit Union deductions may be arranged through the Credit Union Office.

UNITED WAY

United Way deductions are arranged during the yearly United Way campaign in October for deductions from January through December of the following year.

All other benefits as outlined in the master contract to include: health, life insurance, dental insurance, long-term disability and Employee and/or Employer tax-sheltered annuities.

ADDENDUM E Temporary/Seasonal Staff

The following temporary/seasonal staff hired to perform the following duties shall not be considered covered by this Master Contract:

- 1. Mowing and grounds care workers during grass growing season.
- 2. Staff performing the following duties for less than 90 days:
 - a. Moving of materials: furniture and equipment. (Does not include mail route.)
 - b. Custodial helper under the direction of a custodian
 - c. Craftsman helper under the direction of a craftsman
 - d. Carpet cleaning crew (if used)

Such staff may be used as substitutes for craftsmen or custodians and will be paid the appropriate substitute rate when performing those duties.

40 (GRIEVANCE FORM) AFSCME LOCAL **AFSCME COUNCIL 61** CONTRACT **GRIEVANCE FORM** GRIEVANCE NUMBER SOC. SEC. NO. (processing delayed if not filled in) CLASSIFICATION NAME OF EMPLOYEE (GRIEVANT) HOME PHONE NUMBER CITY, STATE & ZIP HOME ADDRESS WORK LOCATION IMMEDIATE SUPERVISOR CONTRACT VIOLATION STATEMENT OF GRIEVANCE ARTICLE SECTION STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE: ADJUSTMENT REQUIRED:

DATE

EMPLOYEE (GRIEVANT) SIGNATURE (optional)

A STEWARD) HOME ADDRESS

| 1st STEP | MANAGEMENT REPRESENTATIVE'S SIGNATURE | DATE RECEIVED | DATE ANSWERED |
|--------------------------|---------------------------------------|---------------|---------------|
| DISPOSITION OF GRIEVANCE | | | |
| | | | |
| | , | | |

CITY, STATE & ZIP

UNION STEWARD'S SIGNATURE

| 2nd STEP | MANAGEMENT REPRESENTATIVES SIGNATURE | DATE RECEIVED | DATE ANSWERED |
|--------------------------|--------------------------------------|---------------|---------------|
| DISPOSITION OF GRIEVANCE | | | |
| | | | |
| | | , | |

| 3rd STEP | MANAGEMENT REPRESENTATIVE'S SIGNATURE | DATE RECEIVED | DATE ANSWERED |
|------------------------|---------------------------------------|---------------|---------------|
| SPOSITION OF GRIEVANCE | | | |
| | | | |
| | | | |

STEWARDS SOC. SEC. NO. (processing de-

(STEWARD) HOME PHONE NUMBER

layed if not filled in)